

DIRECTORS
W. BRUCE HEIDEN, PRESIDENT
K.C. GINGG
BRANDON LEISTER
JASON ROVEY
JOHN K. VANDERWEY



SUPERINTENDENT
DONOVAN L. NEESE
103 WEST BASELINE ROAD
BUCKEYE, ARIZONA 85326
TELEPHONE (623) 386-2046
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BOARD OF DIRECTORS MEETING

AGENDA

Date: April 8,, 2024
Time: 8:00 am
Place: Roosevelt Irrigation District
103 W. Baseline Road
Buckeye, Arizona 85326

The board may elect to hold an Executive Session for any agenda item at any time during the meeting to discuss or consult with its legal counsel for legal advice pursuant to A.R.S. § 38-431.03(A)(3). Agenda items may be discussed out of the order reflected below, unless they have been specifically noted to be set for a time certain. The discussions and minutes of the Executive Session shall be kept confidential. The Executive Session of the Board is not open to the public.

All Agenda Items are possible action items

1. Call to Order
2. Approval of the March 12, 2024 Board Meeting Minutes
3. Financial Reports for February 2024
 - a. Summary Balance Sheet
 - b. Bank Accounts Previous Year Comparison
 - c. Profit & Loss Budget Performance
 - d. Profit & Loss Budget Performance – Prior Year
4. Expenditure Reports
 - a. Check Detail for March 2024
 - b. Credit Card Detail for February 2024
 - c. Fixed Assets for February 2024

¹ The board may elect to hold an executive session on this particular item for discussion or consultation with its legal counsel for legal advice, pursuant to A.R.S. § 38-431.03(A)(3) and/or discussion or consultation with its legal counsel in order to consider its position and instruct its attorneys regarding the district's position regarding contracts that are the subject of negotiations in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. § 38-431.03(A)(4).

² The board may elect to hold an executive session on this particular item for discussion or consultation with designated representatives of the district in order to consider the district's position and instruct its representatives regarding the negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. § 38-431.03(A)(7).

³ The board may elect to hold an executive session on this item for discussion or consideration of employment, assignment, appointment, promotion and/or salaries of the Superintendent, pursuant to ARS 380431.03 (A) (1)."

5. Pending Legal and Administrative Proceedings

- a. Garduno ¹
- b. Well 42 - 15W – 1 ½ N ²
- c. Well 6A ²
- d. Well 33 Goodyear Fire Station ²
- e. Well 10W – 4 ¼ N ¹
- f. West Valley Exchange ¹
- g. Citrus Parcel ²
- h. Roosevelt FCS

6. Superintendent's Report

- a. Allocation Analysis
- b. Well Maintenance Update
- c. Employee Housing
- d. WIFA Grants Update
- e. WaterSmart Grant Update
- f. Investment Broker

7. Water Development

8. Non-Hoover REC Program

9. 99th & McDowell COP Bridge Maintenance Agreement

10. APS Access Enforcement at Cotton Lane & Van Buren

11. Cell Tower Lease

12. Cemetery Modifications

13. FY 2025 Budget

14. Investment Policy

15. Call to the Public

Visitor comments may be limited to no more than five minutes per person and one person per organization.

- a. For items not specifically identified on the agenda, pursuant to A.R.S. § 38-431.01(H) the board action taken as a result of public comment will be limited to directing staff to study a matter, responding to criticism, or scheduling matter for future consideration and decision at a later date.

16. Executive Session Future Board Meetings

17. New Business

18. Next Meeting Date

19. Adjournment

Pursuant to the Americans with Disabilities Act (“ADA”), the District endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation or alternative format for a meeting, please contact the District office at (623) 386-2046, so that arrangements can be made.

COMMISSION

PHILIP C. BASHAW – CHAIRMAN
JIM SWEENEY – VICE CHAIRMAN
RUSSELL L. JONES – COMMISSIONER
KIM OWENS – COMMISSIONER
JOHN F. SULLIVAN – COMMISSIONER

STAFF

JORDY FUENTES – EXECUTIVE DIRECTOR
HEATHER COLE – EXECUTIVE SECRETARY



ARIZONA POWER AUTHORITY

1810 W. ADAMS STREET
PHOENIX, AZ 85007-2697
(602) 368-4265

WWW.POWERAUTHORITY.ORG

Arizona Power Authority
Renewable Energy Certificate Program
Revised 03-19-2024

History:

The Environmental Attributes associated with the Arizona Power Authority’s (“APA”) allocation of hydropower generation as part of the Boulder Canyon Project (“BCP”) are governed by the following contractual language with the Western Area Power Administration (“WAPA”).

APA’s Rights via the Electric Service Contract with WAPA - #16-DSR-12626

6.11.6 Environmental Attributes: The Contractor shall have the right to utilize any Environmental Attributes associated with the Contractor’s Allocation for compliance with any environmental laws, regulations, or standards applicable to the Contractor; provided, that any sale, transfer, or award of Environmental Attributes by the Contractor to third parties shall be subject to approval by Western, not to be unreasonably withheld. Western agrees to undertake any reasonable actions necessary to effectuate the Contractor’s use of the Environmental Attributes. Western makes no representation or warranty as to whether the Environmental Attributes associated with the Contractor’s Allocation are compliance instruments that qualify for or meet any particular environmental laws, regulations, or standards applicable to the Contractor. The Contractor shall be responsible for all costs arising from or directly relating to the Contractor’s use of Environmental Attributes. Any Environmental Attribute not utilized by the Contractor may be utilized by Western or Reclamation for the benefit of the Contractor or the BCP as appropriate and feasible; provided, that Western and Reclamation shall consult with the Contractor prior to utilization of any Environmental Attribute.

Below is the contract language between the APA and its Customers, governing the Environmental Attributes associated with the hydropower generation from the BCP.

Customer’s Rights via the Power Sales Contract with APA

Section 9. Environmental Attributes Available to the Customer

The Authority will use best efforts to maintain the right to any and all Environmental Attributes available to it under the Electric Service Contract. Customer shall have the right to use a pro-rata share of any Environmental Attributes associated with the Customer’s Allocation that are available to the Authority pursuant to the Electric Service Contract or otherwise.

Customer's pro-rata share will be equal to Customer's Allocation as compared to all Customer Allocations. The Customer will not be deemed to have elected not to use Environmental Attributes unless the election is made in writing. If the Customer elects not to use its pro-rata share of Environmental Attributes, then the Authority will use its best efforts to market or create value, to the extent allowed by the Electric Service Contract, for any portion of the Customer's share of Environmental Attributes that the Customer elects not to use. Any sale of Environmental Attributes shall be pursuant to a separate agreement among the Authority, the relevant purchasing entity, and the relevant Customers. Such Environmental Attributes (such as renewable energy credits) shall be expressed in MWh, with one (1) MWh of Environmental Attribute produced for each one (1) MWh of energy generated by the renewable energy resource.

Prior to 2021, a customer receiving power output from the BCP would have also received the Environmental Attributes associated with that power. However, beginning in 2021, WAPA Desert Southwest Region ("DSW") registered the hydropower generators at Hoover Dam with the Western Renewable Energy Generation Information System ("WREGIS"), which had the effect of unbundling the Environmental Attributes from the power. A Customer no longer received the Environmental Attributes when they received the power. For every MWh generated, if properly documented by the Bureau of Reclamation, a REC is created and placed in WAPA DSW's WREGIS account. The RECs generated at Hoover Dam are allocated to BCP Contractors on a pro-rata basis. The APA has a right to claim 19.4% of the RECs created by BCP generators. WAPA has a right to sell unclaimed RECs for the benefit of the project.

In September of 2021, the APA sent each Customer an email asking if they would like to have their pro-rata share of Calendar Year 2021 ("2021 vintage RECs") transferred to their WREGIS account. The only Customers who affirmatively asked to have their pro-rata share of 2021 vintage RECs transferred to them were the Electric Cooperative customers. The APA created a WREGIS account, received these RECs and facilitated the transfer of these RECs to the Electric Cooperatives. APA's pro-rata share of the unclaimed 2021 vintage RECs were left with WAPA DSW, who then sold them and the proceeds were placed in the Colorado River Dam Fund for the benefit of the BCP.

APA Staff met with Customers on February 26, 2023, to discuss how Customers would like the APA to handle RECs moving forward. One constant theme from the meeting was the need for flexibility in how the APA interacts with its Customers, in either claiming or selling their RECs. The market to sell these RECs is still being developed. The average price per REC from the 2021 vintage RECs, sold by WAPA DSW to brokers, appears to be well below market value, based on feedback from multiple sources. There appears to be very little risk in the APA attempting to market and sell the unclaimed RECs. Based on the feedback received from the customers during that meeting, there appears to be a desire for the APA to create its own program for marketing and selling the Customer's pro-rata share of unclaimed RECs. Below is the design of the proposed project.

Program:

It is the APA's goal to maximize the benefits of these RECs for its Customers. The APA will ensure that it makes a timely election to utilize the APA's share of all RECs available under the contract between the APA and WAPA. The APA intends to provide Customers with the options to either claim their pro-rata share of RECs for their own use or leave them with the APA to market and sell RECs for the benefit of the Customer. If possible, direct assignment from WAPA to the APA Customers

claiming the RECs will be utilized. The APA, if possible, will also accommodate the transfer of RECs from WAPA's WREGIS account to another Customer's or third-party entities' WREGIS account, based on bill crediting arrangements or third-party agreements.

If a Customer elects not to claim its pro-rata share of RECs, the APA may 1) transfer the unclaimed RECs to its WREGIS account to market and sell, with the proceeds passed through to the individual Customer, 2) if possible, sell the unclaimed RECs and cause them to be transferred directly from WAPA's WREGIS account to the purchaser's WREGIS account, with the proceeds passed through to the individual Customer, or 3) take no action and allow WAPA to market and sell the unclaimed RECs, with the proceeds passed through to the individual Customer. These options will be evaluated and selected depending on maximizing the benefit to the Customers.

Therefore, for Calendar Year 2022 ("2022 vintage RECs") and beyond, the APA will allow Customers to either 1) claim their pro-rata share of the APA's 2022 vintage RECs, and/or subsequent year's RECs, for their own use, or 2) have the APA market and sell the Customer's unclaimed pro-rata share of 2022 vintage RECs, and beyond. Customers will annually make their election with APA. A selection made by the Customer will be deemed to be the choice of the Customer until further notice by the Customer. At the beginning of each calendar year, the APA will formally communicate with each Customer, providing them the opportunity to change their selection.

Reasons a Customer might elect to claim their share of pro-rata RECs would be to satisfy any regulatory requirement, such as a Renewable Portfolio Standard, or to claim the environmental attributes as part of a corporate sustainability goal. Some Customer's may wish to claim their share of pro-rata RECs to have to be available for their customers.

In order for the APA to facilitate each Customer's desire, all Customers must respond in writing by the designated date(s), using the form provided by the APA, stating their intent to either 1) claim their pro-rata share of RECs and have the RECs transferred to the Customer's WREGIS account, or 2) authorize the APA to use its best efforts to market and create value in the RECs, by selling the pro-rata share of the Customer's unclaimed RECs. If a Customer does not make an initial timely election, the Customer will be deemed to have elected option (1) in this paragraph. If a Customer does not make an initial timely election after receiving formal communication from the APA and doesn't have a WREGIS account, the APA may transfer the Customer's pro-rata share of RECs to the APA WREGIS account to hold until an election can be made by the Customer.

Any cost associated with creating and transferring RECs will be paid for by the Customer incurring the cost. The Customers whose unclaimed RECs are marketed and sold will receive the proceeds from the sale of their pro-rata share of RECs. Any cost associated with the marketing and selling of the unclaimed RECs will be the responsibility of the Customers whose unclaimed RECs are being marketed and sold. Such costs will be deducted from any sales proceeds, prior to the credit being applied to the Customers' account with the APA. Customers claiming their pro-rata share of RECs will not receive any proceeds from the sale of any RECs. Commission Staff will be responsible for all facets of marketing and selling the RECs. The APA Commission will be notified of all REC sales at the next regularly scheduled Commission meeting.

APA Marketing and Selling of Non-Hoover RECs for Public Power Entities

From time to time, APA customers and other public power entities receive power and environmental attributes from Non-Hoover generating resources in the form of RECs. As a service to public power customers throughout Arizona and consistent with the APA's Legislative Authority to encourage the production of electric power and energy from solar and other renewable energy resources¹ and to establish the terms and conditions of electrical services provided by the APA², the APA will provide public power entities an optional electrical service, to facilitate the selling of Non-Hoover RECs. The Commission staff will use its best efforts to sell the RECs and receive the highest possible value.

Any cost associated with creating and transferring RECs will be the responsibility of the entity having the APA sell its RECs. In addition to the transfer costs, the APA will charge a fee of \$0.03 per certificate to provide this service. The net proceeds, after subtracting the above costs, will be provided to the public power entity that owned the REC in the form of a wire transfer and will be made promptly after all accounting activities have been completed. A public power entity that opts to have the APA market its Non-Hoover RECs must do so by first submitting a Non-Hoover Renewable Energy Certificate Election form. The selection made in the Election form will remain in effect until such time the APA receives written notice from the public power entity either modifying their selection or terminating the REC marketing and selling service. The public power entity will be responsible for making available the REC and providing wire transfer information to the APA.

Example of costs:

1 REC value	=	\$1.00 (for demonstration purposes)
REC creation cost	=	\$0.004 (WREGIS Cost)
Transfer to APA	=	\$0.004 (WREGIS Cost)
Transfer to Buyer	=	\$0.004 (WREGIS Cost)
<u>APA Admin Cost</u>	<u>=</u>	<u>\$0.03 (APA Cost)</u>
Total	=	\$0.958 (Net to Customer)

¹ A.R.S. § 30-121

² A.R.S. § 30-124 (D)

SW 01 1N 2W
33.450545, -112.426275
500-05-015A
WE014791
JKW/MJB

ACCESS EASEMENT

ROOSEVELT IRRIGATION DISTRICT, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, at locations in, upon, over, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to enter upon the Easement Premise for the purpose of pedestrian and vehicular ingress, egress and access, as may be reasonably necessary in connection with Grantee's construction, maintenance and repair of its electricity transmission facilities adjacent to the Easement Premises.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall have the right to use the Easement Premises in any manner, provided that the use does not interfere with the rights granted to Grantee under this easement. In particular, Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees or alter ground level by cut or fill within the limits of the Easement Premises without the prior written consent of Grantee, such consent not to be unreasonably withheld, conditioned, or delayed.

Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as mutually agreed by Grantor and Grantee in walls or fences which exist within the Easement Premises on the date this Easement is conveyed. Grantor shall, at Grantee's expense, provide Grantee openings at such locations and of such dimensions as mutually agreed by Grantee and Grantor in future walls or fences within the Easement Premises. Grantor shall have the right to install gates across said

openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

By accepting and utilizing this easement, Grantee agrees that following any access or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify and defend Grantor, to the extent required by law, for any claim, obligation, demand, loss, cost or damage (including but not limited to, reasonable attorneys' fees, expert costs and consulting fees) incurred by Grantor as a result of any negligent activity by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, **ROOSEVELT IRRIGATION DISTRICT**, a municipal corporation of the State of Arizona, has caused this Access Easement to be executed by its duly authorized representative, this ____ day of _____, 2024.

ROOSEVELT IRRIGATION DISTRICT,
a municipal corporation of the State of Arizona

By: _____

Its: _____

(Signature)

STATE OF _____ }
 } ss.
County of _____ }

This instrument was acknowledged before me this ____ day of _____, 2024

by _____ as _____

of **ROOSEVELT IRRIGATION DISTRICT**, a municipal corporation of the State of Arizona.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION FOR
ASSESSOR PARCEL NO. 500-05-015A
ROOSEVELT IRRIGATION DISTRICT

That portion of the Southwest Quarter of Section 1, Township 1 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Maricopa County Engineering Department Brass Cap marking the Southwest Corner of said Section 1, from which the Brass Cap in Handhole marking the West Quarter Corner of said Section 1 bears North $00^{\circ}19'42''$ East, a distance of 2,647.45 feet;

Thence North $53^{\circ}08'56''$ East, a distance of 193.76 feet to the intersection of the Easterly Right-of-Way line of Cotton Lane and the Northerly Right-of-Way line of Van Buren Street as shown on Arizona Department of Transportation State Route 303 Right-of-Way plans (303L MA 002 H7139 01R) and the Point of Beginning;

Thence North $14^{\circ}46'21''$ West, along said Easterly Right-of-Way line, a distance of 135.60 feet; to the beginning of a tangent curve of 1,854.86 foot radius, concave Northeasterly;

Thence Northerly, along said Easterly line and along said curve, through a central angle of $04^{\circ}28'45''$, a distance of 145.01 feet;

Thence continuing along said Easterly Right-of-Way line the following four (4) courses:

Thence North $87^{\circ}41'46''$ West, a distance of 31.80 feet;

Thence North $00^{\circ}19'42''$ East, a distance of 45.46 feet;

Thence South $86^{\circ}53'34''$ East, a distance of 23.88 feet to a point on a 1854.23 foot radius non-tangent curve whose center bears North $81^{\circ}07'49''$ East;

Thence Northerly, along said curve, through a central angle of $03^{\circ}11'57''$, a distance of 103.53 feet;

Thence South $39^{\circ}52'44''$ East, departing said Easterly line, a distance of 540.85 feet to a point on the Northerly Right-of-Way line of Van Buren Street;

Thence South 39°53'00" East, along said Northerly line, a distance of 34.78 feet;

Thence North 83°31'29" West, along said Northerly line, a distance of 128.93 feet;

Thence North 87°36'40" West, along said Northerly line, a distance of 154.30 feet to the Point of Beginning.

Containing 61,751 Square Feet or 1.418 Acres, more or less.

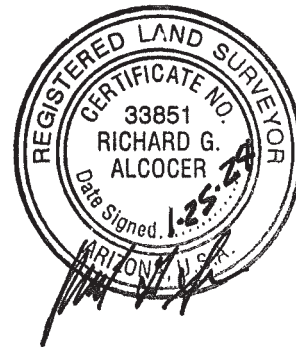


EXHIBIT "B"

LEGAL DESCRIPTION FOR
ARIZONA PUBLIC SERVICE
RIGHT OF WAY EASEMENT
ROOSEVELT IRRIGATION DISTRICT

That portion of the Southwest Quarter of Section 1, Township 1 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Maricopa County Engineering Department Brass Cap marking the Southwest Corner of said Section 1, from which the Brass Cap in Handhole marking the West Quarter Corner of said Section 1 bears North 00°19'42" East, a distance of 2,647.45 feet;

Thence North 53°08'56" East, a distance of 193.76 feet to the intersection of the Easterly Right-of-Way line of Cotton Lane and the Northerly Right-of-Way line of Van Buren Street as shown on Arizona Department of Transportation State Route 303 Right-of-Way plans (303L MA 002 H7139 01R) and the Point of Beginning;

Thence North 14°46'21" West, along said Easterly line, a distance of 135.60 feet to the beginning of a tangent curve of 1,854.86 foot radius, concave Northeasterly;

Thence Northerly, continuing along said Easterly line and along said curve, through a central angle of 02°24'49", a distance of 78.14 feet;

Thence South 89°53'43" East, departing said Easterly line, a distance of 36.31 feet;

Thence South 03°13'13" West, a distance of 70.38 feet;

Thence South 14°46'21" East, a distance of 110.78 feet;

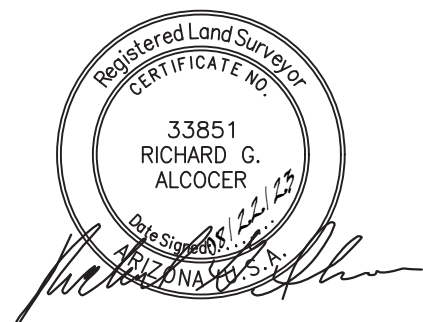
Thence South 83°53'35" East, a distance of 256.56 feet to a point on said Northerly Right-of-Way line of Van Buren Street;

Thence South 39°53'00" East, along said Northerly line, a distance of 30.36 feet;

Thence North 83°31'29" West, continuing along said Northerly line, a distance of 128.93 feet;

Thence North 87°36'40" West, continuing along said Northerly line, a distance of 154.30 feet to the Point of Beginning.

Containing 9,988 Square Feet or 0.229 Acres, more or less.



W. 1/4 COR. SEC. 1
T.1N., R.2W.

$\Delta=3^{\circ}11'57''$
R=1854.23'
L=103.53'



ADDITIONAL SOURCES USED TO CREATE THIS EXHIBIT:

ARIZONA DEPARTMENT OF TRANSPORTATION
STATE ROUTE 303 RIGHT OF WAY PLANS
(303L MA 002 H7139 01R)

MARICOPA COUNTY ASSESSOR PARCEL MAP
(847-01-03-03)

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°53'43"E	36.31'
L2	S03°13'13"W	70.38'
L3	S14°46'21"E	110.78'
L4	N87°41'46"W	31.80'
L5	N00°19'42"E	45.46'
L6	S86°53'34"E	23.88'



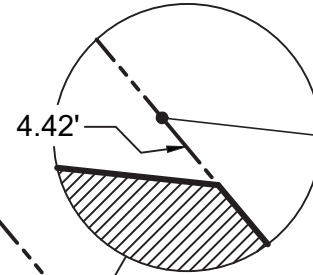
TOTAL EASEMENT AREA:
9,988 S.F. (0.229 AC.)

- LEGEND**
- SECTION CORNER
 - EASEMENT AREA
 - SECTION LINE
 - PROPERTY LINE
 - PROPERTY CORNER
 - POC POINT OF COMMENCEMENT
 - POB POINT OF BEGINNING
 - * EASEMENT DIMENSION
 - ** DISTANCE BETWEEN PROPERTY CORNERS
 - MCR MARICOPA COUNTY RECORDER

COTTON LANE
N00°19'42"E 2647.45'

$\Delta=2^{\circ}24'49''$
R=1854.86'
L=78.14'*
 $\Delta=4^{\circ}28'45''$
R=1854.86'
L=145.01'**

APN 500-05-015A
15.00'
ROOSEVELT IRRIGATION DISTRICT
DKT. 287, PG. 209 MCR



POC
SW. COR. SEC. 1
T.1N., R.2W.

VAN BUREN STREET

	EXHIBIT "B"
JOB # WE014791	DATE: 08/22/23
SW1/4 SEC 1	T 1N R2W
SCALE: N.T.S.	INDEX:
R/W: J. WINEBARGER	
SURVEY:	
DRAWN BY: J. KITCHEN SHEET 7 of 7	

COMMISSION

PHILIP C. BASHAW – CHAIRMAN
JIM SWEENEY – VICE CHAIRMAN
RUSSELL L. JONES – COMMISSIONER
KIM OWENS – COMMISSIONER
JOHN F. SULLIVAN – COMMISSIONER

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ARIZONA POWER AUTHORITY

1810 W. ADAMS STREET
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ARIZONA POWER AUTHORITY
NON-HOOVER RENEWABLE ENERGY CERTIFICATE AGREEMENT

The Arizona Power Authority (“APA”) and [] (“Participant”) enter into this Non-Hoover REC Agreement (“Agreement”) regarding the disposition of the renewable energy certificate (“RECs”) allocated or owned by Participant as a result of Participant’s own generation or purchase of renewable energy, on the terms set forth below:

1. This Agreement is not associated with any preexisting contract between the APA and the Participant and does not affect nor supplement any power sales contract between the parties.
2. RECs are certification of Environmental Attributes from the generation of renewable energy that are certified by the Western Renewable Energy Generating Information System (WREGIS), a division of the Western Electricity Coordinating Council.
3. On or about February 13, 2024, the APA adopted revisions to its Renewable Energy Certificate Program (the “Program”), to include provisions for providing the optional service of marketing and selling non-Hoover RECs on behalf of public power entities.
4. The APA is providing this optional service for public power entities with the intent of promoting and supporting the use of renewable energy resources among public power entities throughout Arizona, pursuant to A.R.S. §30-121.
5. Each public power entity that chooses to participate will be responsible for paying all costs related to the creation and transfer of the REC. Additionally, the APA is charging a fee of \$0.03 per REC to cover the costs attributable to the APA.
6. The APA will deduct all costs associated with the REC from the net proceeds and will provide the Participant with the net proceeds from REC in a wire transfer as soon as practicable.
7. Participant is solely responsible for making its decision whether to have the APA market and sell Participant’s RECs; APA has not and will not advise Participant regarding this decision, and Participant warrants that it has relied solely on its own due diligence in making its decision.
8. Participant is solely responsible for transferring the REC(s) to the APA to market and sell. The APA is solely responsible for providing the necessary information to the Participant to be able to make the transfer.

9. Participant's agreement to have the APA market and sell the non-Hoover RECs will remain in effect until revoked by the APA's receipt of a written notice that is signed by Participant.
10. The APA will use its best efforts to obtain the best price (net of all related expenses including any one-time fees), but has not and will not make any representations to Participant as to what the net proceeds will be from any sale of any RECs.
11. Participant and APA will execute any commercially reasonable documents necessary to affect Participant's decision for APA to market its REC as made in this Agreement and to perform any and all acts necessary to affect the decision made by Participant herein.
12. This Agreement sets forth all terms regarding the matters addressed herein and supersedes all other written or oral communications between APA and Participant regarding the subject matter of this Agreement.
13. This Agreement inures exclusively to the benefit of APA and Participant, and to their respective successors, assigns, and agents. Nothing in this Agreement confers on any person other than APA and Participant or their respective successors, assigns, and agents, any rights or obligations.
14. In the event that either APA or Participant becomes aware of any claim made by or expected against APA or Participant concerning the subject matter of this Agreement, that entity will immediately notify the other, and APA and Participant will share all non-privileged information regarding such matter and reasonably cooperate in addressing the matter.
15. Neither APA nor Participant may directly or indirectly assign or transfer its rights or obligations under this Agreement by operation of law or otherwise without prior written consent of the other.
16. APA may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of APA is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of Participant with respect to the subject matter of this Agreement.
17. The Participant's sole remedy for dissatisfaction with services received, breach of contract, or perceived breach of contract, is to terminate the Agreement. Under no circumstances shall APA be liable for damages.
18. This Agreement shall be subject to and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions. All claims or controversies under this Agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and the rules adopted thereunder, A.A.C. Title 2, Chapter 7, Article 9. Each Party waives all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of this Agreement. Venue for resolution of any dispute arising out of this Agreement shall be Maricopa County, Arizona.
19. This Agreement can be modified only by a writing that expressly states that it is intended to modify this Agreement and that is signed by authorized representatives of both Parties.
20. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
21. The Parties agree to comply with all Federal, State or local laws, rules, or regulations applicable to the subject matter of this Agreement.

22. Participant shall be responsible for paying any and all applicable taxes, including but not limited to State and local transaction privilege taxes.

Subject to the foregoing terms, Participant and APA hereby agree that APA shall market and sell all RECs the Participant transfers to the APA's WREGIS Account. Each of the parties has caused this Agreement to be duly executed and delivered by its duly authorized representative as of the date set forth below.

For Participant:

By: _____

Name (Print): _____

Title: _____

Date: _____

For APA:

By: _____

Name (Print): _____

Title: _____

Date: _____

WHEN RECORDED, PLEASE MAIL TO:
RoseMarie Horvath
Assistant Chief Counsel
City of Phoenix
200 W. Washington, 13th Floor
Phoenix, Arizona 85003

OPERATION, MAINTENANCE, AND REPAIR AGREEMENT

CITY OF PHOENIX CLERK FILE NO. _____

This Operation, Maintenance, and Repair Agreement (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2024, by and between the City of Phoenix, an Arizona municipal corporation (“**City**”), and TTRG AZ Phoenix 99th McDowell Dev, LLC, a Delaware limited liability company (“**Developer**”) (City and Developer are collectively referred to as “**Parties**,” or individually as “**Party**”).

RECITALS

A. Roosevelt Irrigation District (“**District**”) is the owner of the real property located in Phoenix, Arizona.

B. A perpetual roadway easement was granted from the District to the City per Council Ordinance S-48461, approved April 6, 2022, over certain real property (the “**Property**”) described in those certain agreements recorded in the Office of the Maricopa County Recorder at 20230516466 for McDowell Road, and 20230524300 for 99th Avenue (“**District Easements**”), both attached hereto as **Attachment A**.

C. The District Easements allow the construction of two (2) bridges over the Property (“**Features**”) in the locations described in **Attachment B** providing access to the Developer’s real property located north of McDowell Road and east of 99th Avenue, which real property is legally described on **Attachment C** (the “**Developer’s Property**”).

D. The Parties desire to enter into this Agreement for the purpose of allowing the Developer to assume responsibility from the City for the operation, maintenance, and repair of the Features in accordance with the terms and conditions of the District Easements.

E. The Developer agrees to all terms outlined within this Agreement as well as the terms prescribed by the District Easements for the operation, maintenance, and repair of the Features.

F. To balance the desire to preserve the Features and to serve private development, the Parties desire to make this Agreement to assign the obligation for the operation, maintenance, and repair of the Features from the City to the Developer.

AGREEMENT

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

1. Installation of the Features. The Parties acknowledge that the Features have been constructed by the Developer in accordance with regulations, plans and specifications that have been approved by the District and provide the only means of access to portions of the Developer's Property. Subject to the conditions set forth in that approval, if any, and stated herein, the Developer agrees that it will operate, maintain, and repair the Features.

2. Operation, Maintenance, and Repair of the Features. The Developer is responsible for all operation, maintenance, and repair of the Features and must operate, maintain, and repair the Features, at its sole expense, in a manner reasonably satisfactory to the City's City Engineer and in conformance with the terms outlined in the District Easements (the "**Standard**").

The City may in its own discretion remedy the Developer's failure to comply with the Standard. The cost thereof, including the cost of inspection and supervision, must be paid by the Developer within thirty (30) days following receipt by the Developer of an invoice, therefor, together with paid invoices supporting the amount invoiced. If the Developer fails to timely pay the City's invoice, the Developer hereby agrees that the City may recover all the City's costs for operation, maintenance, or repair of the Features, including attorney's fees and all costs of collection, as afforded by law.

Maintenance contracts for the Features, if any, with another party must be filed with the City Street Transportation Department. The Developer or its maintenance contractor must obtain insurance, including Workers' Compensation insurance as provided herein, and perform work in a manner reasonably satisfactory to the City. The City will not assume any maintenance responsibility for the Features from damage by others who are permitted in the right-of-way over or under the Features.

The City retains the right of access to the Features at all reasonable times for inspection or for maintenance and repairs.

3. Permission for Repairs. The City hereby assigns to the Developer, on a non-exclusive basis, all rights of access, ingress, and egress it may have over and across the District Property (as defined in the District Easements) to facilitate the operation, maintenance, and/or repair of the Features. All work must be performed by an Arizona licensed contractor. If the Developer disturbs a public right-of-way, alley, public highway, street easement, or public utility easement for any reason or due to failure of any of the Features or subsequent right-of-way restoration work, the Developer must restore the same to the satisfaction of the City of Phoenix City Engineer and must obtain all appropriate construction permits.

4. Emergency Repairs. The Developer understands and agrees that in the event of emergency, the Developer shall have the right to alter, relocate or remove any facilities installed for the benefit of the City. In such event the Developer shall notify the City of any such emergency and the need to alter, relocate or remove any facilities. The Developer must submit proof of ability to repair the Features by a licensed contractor within 24 hours of notice. The licensed contractor must perform work in the public right-of-way that satisfies all City, District, and Maricopa County requirements for streets closures, permits, health, environmental protection standards and any other regulations that may apply. The Developer shall further, to the extent possible, try to make repairs in such a way as to not have to alter, relocate, or remove any facilities installed for the benefit of the City.

Emergency work by the Developer in the public right-of-way must be barricaded according to the City's latest Traffic Barricade Manual. After barricading, the Developer must immediately contact all affected utility companies and the Street Transportation Department. The Developer must also obtain a construction permit from the District and/or City's Planning and Development Department based on jurisdictional boundaries of construction before the Developer, its contractor(s), or its agent(s) restores or repairs the Features to original conditions as approved by the City. At all times, Developer must follow emergency procedures set forth by the Street Transportation Department.

5. City Retains Full Rights. This Agreement is not a construction permit. This Agreement is limited to operation, maintenance, and repair of the Features by the Developer within the public right-of-way. The City retains full rights to the public right-of-way.

6. Easement Area. This Agreement is subject to all of the terms and conditions contained within the District Easements. The Developer shall have the ability to access the City's easement and shall keep the Easement Area free and clear of any or all liens, including, but not limited to, mechanic's and materialmen's liens relating to work contemplated.

7. Cooperation and Further Documentation. Developer agrees to provide the Street Transportation Department Bridge & Dam Safety Group with a bridge inspection report stamped by a Professional Engineer, on or before January 15, 2025, and thereafter annually on January 15 of each succeeding calendar year. The inspection report shall be conducted by a bridge inspector who is certified pursuant to the National Bridge Inspection Standards (NBIS) as defined in 23 CFR 650, Subpart C. Developer further agrees to provide the City such other duly executed documents as are reasonably requested by the City to implement the intent of this Agreement.

8. Indemnification. The Developer agrees to indemnify, defend, save, and hold harmless the City, any jurisdiction or agency issuing permits for any work included within this Agreement, and their elected or appointed officials, agents, boards, commissions, employees and volunteers (hereinafter referred to as "**Indemnitee**") from and against any and all suits, claims, demands, actions, liabilities, damages, losses, or expenses of any nature or kind whatsoever, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation for personal injury (including death) or property damage caused, or alleged to be caused in whole or in part, by the negligence or willful acts of the Developer or the Developer's directors, officers, agents, contractors, or employees in connection with the operation, maintenance, and repair of the Features (hereinafter collectively referred to as "**Claims**"), including any Claims arising out of the failure of the Developer to comply with any federal, state or City law, statute, ordinance, rule, regulation, or court decree related thereto. It is the specific intention of the Developer and the City that the Indemnitee will, in all instances, except to the extent arising from the negligence of the Indemnitee, be indemnified by the Developer from and against all Claims. It is agreed that the Developer will be responsible for primary loss, investigation, defense, and judgment costs where this indemnification is applicable. In consideration of entering this Agreement, the Developer agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising out of or resulting from this Agreement.

9. Insurance. The Developer must procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with this Agreement, by the Developer, its agents, representatives, employees, or contractors. The City in no way warrants that the limits contained herein are sufficient to protect the Developer from liabilities that might arise out of this Agreement for the Developer, its agents,

representatives, employees or contractors, and the Developer may purchase such additional insurance as they determine necessary.

- (a) Scope and Limits of Insurance. The Developer must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis and (2) all terms below are met.

Commercial General Liability - Occurrence Form

(i)	General Aggregate/for this Agreement.....	\$10,000,000
(ii)	Products-Completed Operations Aggregate.....	\$5,000,000
(iii)	Personal Injury.....	\$5,000,000
(iv)	Each occurrence.....	\$5,000,000

The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Developer related to this Agreement.

There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.

City of Phoenix is an additional insured to the full limits of liability purchased by the Developer.

The Developer’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

- (b) Notice of Cancellation and Certificate of Insurance Required: For each insurance policy required by this Section 9, the Developer must provide to the City, within five (5) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice must be sent in accordance with the provisions of Section 23 hereof.
- (c) Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Owner from potential insurer insolvency.
- (d) Verification of Coverage: The Developer must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) evidencing the coverages required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City prior to issuance of this Agreement. Each insurance policy required by this Agreement must be in effect at or prior to issuance of this Agreement and must remain in effect for the duration of the Agreement. All certificates of insurance required by this Agreement must be sent directly to the City at the address set forth herein.

- (e) **The Agreement number and description must be provided on the certificate of insurance.** The City reserves the right to review complete copies of all insurance policies and endorsements required by this Agreement at any time.
- (f) **Approval:** Any modification or variation from the insurance coverages and conditions in this Agreement must be documented by an executed amendment to this Agreement.

10. **Assignment.** The rights and obligations of Developer under this Agreement are not personal, but run with the Developer's Property. All the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Developer. This Agreement may be assigned by the Developer, in whole or in part, to any subsequent owner of all or any portion of the Developer's Property by written instrument recorded in the Official Records of Maricopa County. Upon recording of such assignment instrument, the Developer shall be released from any and all further obligations and liabilities with respect to this Agreement from and after such recording as long as the subsequent owner of the Developer's Property assumes all of the Developer's obligations under this Agreement in such assignment as recorded. Notice of any assignment in accordance with this Section 10 shall be provided by the Developer or the subsequent owner to the City.

11. **Intentionally Deleted.**

12. **No Interest in Real Property.** This Agreement is not a franchise, an easement, an interest in real property, nor a lease. This Agreement strictly assigns to the Developer the City's rights and obligations under the District Easements for and in connection with the operation, maintenance, and repair of the Features in perpetuity.

13. **Breach; Remedies.** If (a) the City reasonably determines that the Features are not being operated, maintained, or repaired to the Standard; (b) the Developer fails to timely deliver to the City the bridge inspection report required by Section 7; (c) the Developer fails to comply with the insurance obligations of Section 9; or (d) the Developer violates any Federal, State, or City law, ordinance, code, rule, regulation, or court decree respecting the Features and the Developer's operation, maintenance, and repair thereof, or breaches any of its obligations under this Agreement, the City shall provide written notice of such breach or failure to the Developer (each, a "**Notice**"). If, within sixty (60) days following receipt of a Notice from the City, the Developer has not remedied the breach or failure set forth therein, the City shall have the authority to terminate this Agreement. The City shall have the authority to restrict access and utilization of the Features until such time as the Developer remedies such breach or failure, as reasonably determined by the City Engineer. In restricting access and utilization of the Features, the City Engineer shall consider the best interest of the City, the Developer, and the Developer's Property (and its occupants).

14. **No Recourse.** The Developer agrees it has no recourse whatsoever against the City or its officials, boards, agents or employees for any loss, costs, expenses, or damage arising out of any of the conditions or provisions of this Agreement, for any defects in this Agreement, or for the termination or lawful deprivation of the Developer's access and utilization of the Features in accordance with the terms of this Agreement.

15. **Agreement Subject to Ordinances, As Amended.** This Agreement is subject to general ordinance provisions now in effect and as amended from time to time. This Agreement is subject to, and the Developer must comply with, any future ordinances that may be adopted by the City Council pertaining to the public right-of-way.

16. Entire Agreement; Amendment; Waivers. This Agreement constitutes the entire agreement between the City and the Developer with respect to the matters contemplated herein and supersedes all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning this subject matter. No supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver.

17. Rights of Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any person who is not a party to this Agreement, nor will any provision hereof give any persons not a Party to this Agreement any right of subrogation or action over or against any Party to this Agreement.

18. Construction. This Agreement is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Unless the context of the Agreement otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof", "herein", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to "Sections" herein refer to the sections and paragraphs of this Agreement unless specifically stated otherwise. The section and other headings contained in this Agreement are inserted for convenience of reference only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation of this Agreement. All references to "days" herein mean calendar days unless specifically noted otherwise.

19. Severability. If any covenant, condition, term or provision of this Agreement is held to be illegal, or if the application thereof to any person or in any circumstances is to any extent judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, condition, term or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, will not be affected thereby, and each covenant, term and condition of this Agreement will be valid and enforceable to the fullest extent permitted by law.

20. Governing Law. This Agreement, and the rights and obligations of the Parties hereunder, will be governed by, and construed and interpreted in accordance with, the internal substantive laws of the State of Arizona and the City.

21. No Partnership. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employer/employee relationship between the Parties.

22. Exhibits. All recitals, exhibits and attachments to this Agreement are by this reference incorporated into and made a part of this Agreement.

23. Notices. Except as otherwise set forth in this Agreement, all notices, requests, demands, other communications, certificates of insurance or payments under this Agreement must be in writing and will be deemed to have been duly given and received (i) on the date of service if personally delivered on the Party to whom notice is to be given (ii) on the third day after the date of the postmark of deposit if mailed to the Party to whom notice is to be given, by first-class United States Mail, registered or certified, postage prepaid and properly addressed as follows; or (iii) on the second day after deposit with a nationally recognized private express courier service providing proof of receipt and delivery and guaranteed "same day" or "next day" delivery and properly address as follows:

To the City: City of Phoenix
Director, Street Transportation Dept.
200 West Washington Street, 5th Floor
Phoenix, Arizona 85003-1611
(602) 534-7336

Developer: TTRG AZ Phoenix 99th McDowell Dev, LLC
901 Wabash Avenue, Suite 300
Terre Haute, IN 47807
Phone: 812-235-5959
ATTN: Property Management

24. Notice of Change of Developer's Address. The Developer must notify the City Street Transportation Department at the address set forth above within thirty (30) days following any change in Developer's mailing address.

25. Conflict Among Provisions. In the event of any inconsistency or conflict among the Phoenix City Charter and City Code, City of Phoenix Ordinances or Resolutions, conditions of this Agreement, the terms and conditions as set forth in the following priority will prevail and control: (1) City of Phoenix Charter and Code; (2) City of Phoenix Ordinances or Resolutions; and (3) this Agreement's terms and conditions.

26. City's Right to Cancel. The City may cancel this Agreement pursuant to the provisions of Arizona Revised Statutes Section 38-511.

27. Force Majeure. The dates specified in this Agreement for performance shall be extended day-for-day during, and performance by the Developer under this Agreement shall not be deemed to be in breach, any period where delays are caused by the occurrence and the continuation of any Force Majeure Event. "Force Majeure Event" means any event caused by or resulting from acts beyond a Party's control, including, without limitation, strikes, lock-outs, fire or other casualty, condemnation, extreme weather, riots, acts of war, acts of terrorism, epidemics, labor disputes, government regulations imposed after the fact, communication line failures, or power failures.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

SIGNATURES

CITY OF PHOENIX
An Arizona Municipal Corporation

Jeffrey Barton, City Manager

ATTEST:

Denise Archibald
City Clerk

By _____
Joe Brown
Street Transportation Director

APPROVED AS TO FORM,
JULIE M. KRIEGH, City Attorney

By: _____
RoseMarie R. Horvath
Assistant Chief Counsel

DEVELOPER

I, the undersigned, hereby agree to the terms and conditions set forth in this Agreement and understand that any work must conform with the laws of the City and the State of Arizona.

By: _____
Name:
Title:

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed and sworn to before me _____, this _____ day of _____, 2024.

Notary Public

My Commission Expires:

DISTRICT

I, the undersigned, on behalf of the District, hereby consent to the terms and conditions set forth in this Agreement. By signing below, the District gives any consent required by Section 17 of the District Easements to the Developer's ownership and operation of the Features, and further consents to and approves any subsequent assignment of this Agreement in accordance with the terms and conditions of Section 10 of this Agreement.

ROOSEVELT IRRIGATION DISTRICT,
an Arizona municipal corporation

By:
Name:
Title:

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed and sworn to before me _____, this _____ day of _____, 2024.

Notary Public

My Commission Expires:

Attachment A

District Easements

Unofficial
20 Document

When recorded please return to:

15
Ho:

City of Phoenix
Anita Zubia
251 W. Washington St.
8th Floor
Phoenix, AZ 85003

159278--001

**AGREEMENT AND PERPETUAL EASEMENT
TO CONSTRUCT, OPERATE AND MAINTAIN A ROADWAY ACROSS
THE ROOSEVELT IRRIGATION DISTRICT RIGHT OF WAY**

THIS AGREEMENT AND PERPETUAL EASEMENT TO CONSTRUCT, OPERATE AND MAINTAIN A ROADWAY ACROSS THE ROOSEVELT IRRIGATION DISTRICT RIGHT OF WAY (the "Agreement") is made between THE ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation (hereinafter the "DISTRICT") and the CITY OF PHOENIX, an Arizona municipal corporation (hereinafter the "CITY") (collectively referred to herein as the "PARTIES").

"DISTRICT"

Name: ROOSEVELT IRRIGATION DISTRICT
Address: 103 West Baseline Road, PHOENIX, Arizona 85326
Representative: Donovan Neese, Superintendent

"CITY"

Name: CITY OF PHOENIX, ARIZONA
Address: 251 W. Washington St., 8th Floor, Phoenix, Arizona 85003
Representative: Jami R. Schmalz, Deputy Finance Director

RECITALS:

- A. The DISTRICT operates, and maintains the Roosevelt Irrigation District ("GRANTOR"), and related facilities, located within a portion of the RID parcel (hereinafter the "District Property").
- B. The CITY desires to construct, operate, maintain and repair a bridge and public roadway (hereinafter collectively referred to as the "Roadway") over and across the District Property, which shall be used to provide the public with ingress and egress to and from property located at 99th & McDowell.
- C. The DISTRICT has agreed to grant the CITY a perpetual roadway easement over, under and across a portion of the District Property for the purpose of construction, operation, maintenance and repair of the Roadway.

- D. The PARTIES desire to enter into this Agreement for the purposes of allowing the CITY to design, construct, use, maintain and repair the Roadway within a portion of the District Property and other reasonably related public purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

1. The DISTRICT hereby grants the CITY an non-exclusive easement upon, over and across that portion of the District Property that is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Easement Area") for the purposes of designing, constructing, operating maintaining and/or repairing the Roadway and other reasonably related public purposes. Such design, construction, operation and maintenance of the Roadway and other reasonably related public purposes shall not interfere with the DISTRICT's operation, maintenance and/or repair of the DISTRICT's facilities. Upon completion of any work performed by the CITY relating to the design, construction, operation maintenance and/or repair of the Roadway and other reasonably related public purposes, the CITY shall return the District Property to the same or better condition as the District Property was in prior to the commencement of the work.
2. Additionally, the DISTRICT hereby grants the CITY an exclusive public utility easement to install other utilities within the Easement Area which are owned, operated and maintained by the CITY, in accordance with the terms of this Agreement.
3. The DISTRICT shall retain the right to grant easements or permits to private utility companies within the Easement Area, provided said easements do not unreasonably obstruct or interfere with the CITY's uses as provided by this Easement, subject to said private utilities securing written approval of the CITY to do so.
4. The DISTRICT also grants the CITY a nonexclusive license for ingress and egress over the District Property outside of the Easement Area if such ingress and egress over the District Property is reasonably needed to facilitate the design, construction, operation, maintenance and/or repair of the Roadway, provided however, that such ingress and egress over the District Property outside of the Easement Area shall not interfere with the DISTRICT's operation, maintenance and/or repair of the DISTRICT's facilities.
5. The CITY understands and agrees that prior to the commencement of the initial construction of the Roadway within the Easement Area, the CITY (or the CITY's authorized agent and/or contractor) must obtain a DISTRICT Right of Way Crossing Permit (District Permit). It is further understood and agreed that the CITY must obtain a separate District Permit for each future occurrence of operations, maintenance and/or repair work on the Roadway involving any excavation within the Easement Area, or in the opinion of the DISTRICT which would in any way impede, hinder, restrict or interfere with the DISTRICT's access, use, operation, maintenance and/or repair of the DISTRICT's facilities.
6. Plans and specifications for the initial construction of the Roadway: See Exhibit B attached hereto (the "Approved Plans") have been or will be submitted to the DISTRICT for the DISTRICT's review and approval. Copies of the Approved Plans will be on file with the DISTRICT and incorporated herein by this reference. The CITY hereby represents and warrants to the DISTRICT that such Approved Plans will meet all DISTRICT guidelines and criteria for design and construction for non-District facilities located within District Property.

7. The initial construction of the Roadway shall be in accordance with the Approved Plans, including the type and quality of materials used. No alteration, addition, modification, deviation from or amendment to the Approved Plans shall be made or permitted without the DISTRICT's prior written approval. All construction within the Easement Area shall specifically be done so as to assure the DISTRICT that water delivery will at no time be interrupted.
8. Notwithstanding anything contained herein to the contrary, nothing contained in this Agreement shall be construed as a consent by the DISTRICT to any expansion of the Roadway beyond the stated size, quality and character as set forth in the Approved Plans. Except as expressly set forth below to the contrary. Any such modification to or enlargement of the Roadway shall require a new Agreement and DISTRICT Permit to be executed by the PARTIES.
9. Notwithstanding anything in this Easement to the contrary, the CITY shall have the right to install public utilities owned, operated, and maintained by the CITY within the Easement Area without the execution of a new Agreement between the CITY and the DISTRICT, so long as the public utilities are located entirely within the Easement Area and that said public utilities are designed, constructed, operated, maintained and/or repaired in accordance with the terms of this Agreement.
10. The CITY understands, acknowledges and agrees that engineering plans for any future public utilities proposed to be installed within the Easement Area shall be submitted to the DISTRICT for their review and approval and that such plans will meet all DISTRICT guidelines and criteria in effect at that time for design and construction of non-District facilities within District Property. The CITY further understands, acknowledges and agrees that a District Permit shall be required Unofficial Document commencement of construction of any public utilities within the Easement Area, and that all DISTRICT costs associated with their review, approval, construction monitoring, and any other project related tasks that may be required, shall be paid by the CITY and/or the responsible public utility company.
11. The DISTRICT shall not be responsible for any costs and expenses of designing, constructing or maintaining the Roadway. The CITY shall be responsible for ensuring that the initial construction is completed in a good and workmanlike manner, in accordance with the Approved Plans. Maintenance, operations and associated costs for the CITY's facilities will be the responsibility of the CITY.
12. The CITY understands and acknowledges the DISTRICT's right to construct, maintain, and operate irrigation and canal facilities over and/or under the CITY's facilities within the Easement Area.
13. The CITY understands, acknowledges, and agrees that there may be no practical means and/or method available for the DISTRICT to accommodate an interruption of water deliveries from the Main Canal, and/or the alteration and/or cessation of water flow within the Main Canal, except during the DISTRICT's scheduled annual dry-up period. The CITY further acknowledges and agrees that any and all decisions regarding the alteration and/or cessation of flow within the Main Canal are solely at the discretion of the DISTRICT. In the event that the construction, maintenance and/or repair of the Roadway requires an alteration and/or cessation of flow within the easement, the CITY acknowledges that such work may need to be completed only during the DISTRICT's annual dry-up period.

14. The CITY understands and agrees that in the event of an emergency, the DISTRICT shall have the right to alter, relocate or remove any facilities installed for the benefit of the CITY. In such event, the DISTRICT shall have no obligation to reinstate or reconstruct such facilities. To the extent possible, the DISTRICT shall notify the CITY of any such emergency and the need to alter, relocate or remove any facilities. The DISTRICT shall further, to the extent possible, try to make repairs to DISTRICT facilities in such a way as to not have to alter, relocate or remove any facilities installed for the benefit of the CITY.
15. The CITY shall keep the Easement Area free and clear of any or all liens, including, but not limited to, mechanics' and materialmen's liens relating to the work contemplated hereby.
16. The CITY agrees to indemnify and hold harmless and release the DISTRICT from any and all claims for damages or injury arising from or in any way incident to the design, engineering, construction, maintenance, repair and use of the Roadway, or the exercise of any other rights or obligations under this Agreement. The CITY's indemnification shall expressly include, but shall not be limited to, damages to the DISTRICT or its members' properties resulting from failure of or damage to the District Property. In the event that the DISTRICT is named as a party to any lawsuit to which this indemnification provision applies, the CITY shall reimburse the DISTRICT for all attorneys' fees and costs incurred in defending itself in the lawsuit.
17. The CITY acknowledges and warrants to the DISTRICT that it will not assign this Agreement or any portion of this Agreement and will not cause or allow the Roadway to be owned, operated or managed by any party or entity other than the CITY, without the express written consent of the DISTRICT.
18. The CITY and/or the DISTRICT may enforce this Agreement by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees, costs and expenses of enforcing its rights hereunder. This Agreement contains the entire agreement between the PARTIES. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party. This Agreement shall be construed in accordance with the laws of the State of Arizona.
19. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument.
20. The acceptance date of this Agreement shall be the day which the last party executes the Agreement.
21. This Agreement may be canceled by the CITY for a conflict of interest pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement.

ROOSEVELT IRRIGATION DISTRICT,
An Arizona municipal corporation

CITY OF PHOENIX, a municipal corporation
Jeffrey J. Barton, City Manager

W. Bruce Neiden
By:
Its:

Jami R. Schmalz
By: Jami R. Schmalz
Its: Deputy Finance Director

Date 9-18-23

Date 9/6/2023

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

Paul Li
By: Paul M. Li
Its: Assistant Chief Counsel
Date Oct 6, 2023



Unofficial Document
ATTEST:

Denise Archibald
By: Denise Archibald
Its: City Clerk
Date Oct 6, 2023

ACKNOWLEDGMENT BY DISTRICT

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 18 day of Sept, 2023, by W. Bruce Heiden, the Board President on behalf of the Roosevelt Irrigation District.

Maria Teresa Martinez
Notary Public

My Commission Expires:
Feb 6, 2026



ACKNOWLEDGMENT BY CITY

STATE OF ARIZONA)
) ss. Unofficial Document
County of Maricopa)

The foregoing instrument was acknowledged before me this 6th day of September, 2023, by Jane K. Schmalz, the Deputy Finance Director of the City of PHOENIX.

Rebecca Molina
Notary Public

My Commission Expires:
November 8, 2023



EXHIBIT "A"

Legal Description

Easement for Roadway Across Roosevelt Irrigation District Right of Way

A portion of the Southwest Quarter of Section 33, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at a stem in a hand hole at the southwest corner of said Section 33, from which a brass cap in hand hole at the west quarter corner of said Section 33, bears North 0 degrees 25 minutes 36 seconds East, (basis of bearing) 2,642.41 feet;

Thence along the West line of said Southwest Quarter, North 0 degrees 25 minutes 36 seconds East, 687.59 feet;

thence South 89 degrees 34 minutes 24 seconds East, 208.72 feet to the POINT OF BEGINNING;

thence South 89 degrees 34 minutes 25 seconds East, 90.00 feet;

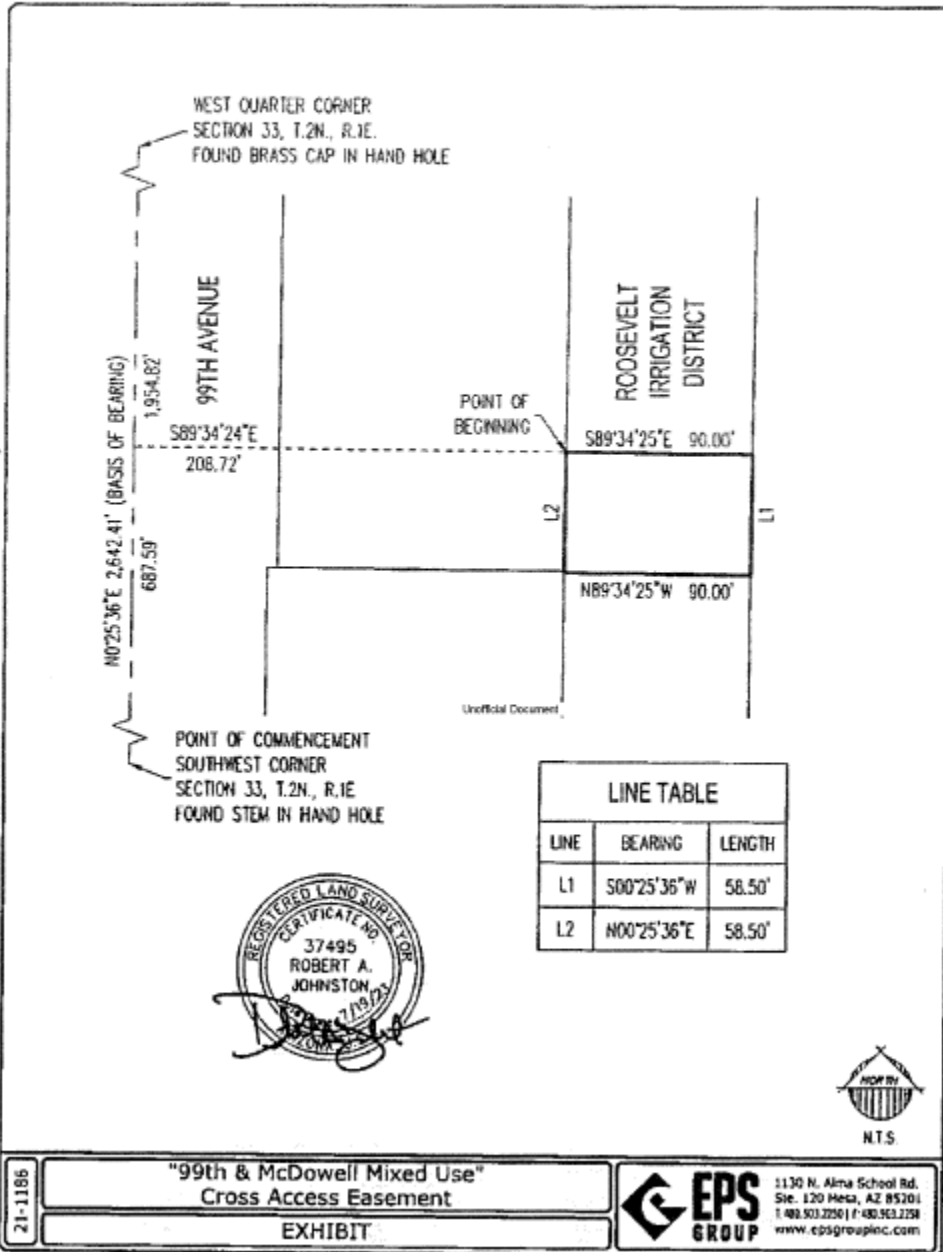
thence South 0 degrees 25 minutes 36 seconds West, 58.50 feet;

thence North 89 degrees 34 minutes 25 seconds West, 90.00 feet;

thence North 0 degrees 25 minutes 36 seconds East, 58.50 feet to the POINT OF BEGINNING.

Containing an area of 5,265 square feet or 0.1209 acres or less.

Jul 18, 2023 12:09pm S:\Projects\2021\21-1186\Land Survey\Legos\21-1186 - LD16 - Cross Access Easmt.dwg



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°25'36"W	58.50'
L2	N00°25'36"E	58.50'



21-1186	<p>"99th & McDowell Mixed Use" Cross Access Easement</p>	<p>1130 N. Alma School Rd. Ste. 120 Mesa, AZ 85201 T 480.503.2250 F 480.563.2258 www.epsgroupinc.com</p>
EXHIBIT		

EXHIBIT "B"

Approved Plans

- Canal Bridges @ 99th Ave. & McDowell Rd Project # D220687AZ.00,
Prepared by Consor Engineers
- Street Light Layout: 99th Ave. Project # 23043 Prepared by Wright
Engineering Corp
- Storm Water Management Plan Project #21-1186 Prepared by EPS Group
- Public Water Main Plan Project #21-1186 Prepared by EPS Group
- Public Sewer Plan Project #21-1186 Prepared by EPS Group
- Onsite Plumbin Plan Project #21-1186 Prepared by EPS Group
- Offsite Paving Plans Project #21-1186 Prepared by EPS Group
- 99th Offsite Signage & Pavement Marking Plans Project #21-1186
Prepared by EPS Group
- 99th Offsite Paving Plans Project #21-1186 Prepared by EPS Group
- Grading & Drainage Plans Project #21-1186 Prepared by EPS Group
- Fire Line Plans Project #21-1186 Prepared by EPS Group

Unofficial Document

159278--0

When recorded please return to:

City of Phoenix
Anita Zubia
251 W. Washington St.
8th Floor
Phoenix, AZ 85003

15
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**AGREEMENT AND PERPETUAL EASEMENT
TO CONSTRUCT, OPERATE AND MAINTAIN A ROADWAY ACROSS
THE ROOSEVELT IRRIGATION DISTRICT RIGHT OF WAY**

THIS AGREEMENT AND PERPETUAL EASEMENT TO CONSTRUCT, OPERATE AND MAINTAIN A ROADWAY ACROSS THE ROOSEVELT IRRIGATION DISTRICT RIGHT OF WAY (the "Agreement") is made between THE ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation (hereinafter the "DISTRICT") and the CITY OF PHOENIX, an Arizona municipal corporation (hereinafter the "CITY") (collectively referred to herein as the "PARTIES").

"DISTRICT"

Name: ROOSEVELT IRRIGATION DISTRICT
Address: 103 West Baseline Road, PHOENIX, Arizona 85326
Representative: Donovan Neese, Superintendent

"CITY"

Name: CITY OF PHOENIX, ARIZONA
Address: 251 W. Washington St., 8th Floor, Phoenix, Arizona 85003
Representative: Jami R. Schmalz, Deputy Finance Director

RECITALS:

- A. The DISTRICT operates, and maintains the Roosevelt Irrigation District ("Grantor"), and related facilities, located within a portion of the RID parcel (hereinafter the "District Property").
- B. The CITY desires to construct, operate, maintain and repair a bridge and public roadway (hereinafter collectively referred to as the "Roadway") over and across the District Property, which shall be used to provide the public with ingress and egress to and from property located 99th & McDowell.
- C. The DISTRICT has agreed to grant the CITY a perpetual roadway easement over, under and across a portion of the District Property for the purpose of construction, operation, maintenance and repair of the Roadway.

- D. The PARTIES desire to enter into this Agreement for the purposes of allowing the CITY to design, construct, use, maintain and repair the Roadway within a portion of the District Property and other reasonably related public purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

1. The DISTRICT hereby grants the CITY an non-exclusive easement upon, over and across that portion of the District Property that is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Easement Area") for the purposes of designing, constructing, operating maintaining and/or repairing the Roadway and other reasonably related public purposes. Such design, construction, operation and maintenance of the Roadway and other reasonably related public purposes shall not interfere with the DISTRICT's operation, maintenance and/or repair of the DISTRICT's facilities. Upon completion of any work performed by the CITY relating to the design, construction, operation maintenance and/or repair of the Roadway and other reasonably related public purposes, the CITY shall return the District Property to the same or better condition as the District Property was in prior to the commencement of the work.
2. Additionally, the DISTRICT hereby grants the CITY an exclusive public utility easement to install other utilities within the Easement Area which are owned, operated and maintained by the CITY, in accordance with the terms of this Agreement.
3. The DISTRICT shall retain the right to grant easements or permits to private utility companies within the Easement Area, provided said easements do not unreasonably obstruct or interfere with the CITY's uses as provided by this Easement, subject to said private utilities securing written approval ^{Unofficial Document} from the CITY to do so.
4. The DISTRICT also grants the CITY a nonexclusive license for ingress and egress over the District Property outside of the Easement Area if such ingress and egress over the District Property is reasonably needed to facilitate the design, construction, operation, maintenance and/or repair of the Roadway, provided however, that such ingress and egress over the District Property outside of the Easement Area shall not interfere with the DISTRICT's operation, maintenance and/or repair of the DISTRICT's facilities.
5. The CITY understands and agrees that prior to the commencement of the initial construction of the Roadway within the Easement Area, the CITY (or the CITY's authorized agent and/or contractor) must obtain a DISTRICT Right of Way Crossing Permit (District Permit). It is further understood and agreed that the CITY must obtain a separate District Permit for each future occurrence of operations, maintenance and/or repair work on the Roadway involving any excavation within the Easement Area, or in the opinion of the DISTRICT which would in any way impede, hinder, restrict or interfere with the DISTRICT's access, use, operation, maintenance and/or repair of the DISTRICT's facilities.
6. Plans and specifications for the initial construction of the Roadway: See Exhibit B attached hereto (the "Approved Plans") have been or will be submitted to the DISTRICT for the DISTRICT's review and approval. Copies of the Approved Plans will be on file with the DISTRICT and incorporated herein by this reference. The CITY hereby represents and warrants to the DISTRICT that such Approved Plans will meet all DISTRICT guidelines and criteria for design and construction for non-District facilities located within District Property.

7. The initial construction of the Roadway shall be in accordance with the Approved Plans, including the type and quality of materials used. No alteration, addition, modification, deviation from or amendment to the Approved Plans shall be made or permitted without the DISTRICT's prior written approval. All construction within the Easement Area shall specifically be done so as to assure the DISTRICT that water delivery will at no time be interrupted.
8. Notwithstanding anything contained herein to the contrary, nothing contained in this Agreement shall be construed as a consent by the DISTRICT to any expansion of the Roadway beyond the stated size, quality and character as set forth in the Approved Plans. Except as expressly set forth below to the contrary. Any such modification to or enlargement of the Roadway shall require a new Agreement and DISTRICT Permit to be executed by the PARTIES.
9. Notwithstanding anything in this Easement to the contrary, the CITY shall have the right to install public utilities owned, operated, and maintained by the CITY within the Easement Area without the execution of a new Agreement between the CITY and the DISTRICT, so long as the public utilities are located entirely within the Easement Area and that said public utilities are designed, constructed, operated, maintained and/or repaired in accordance with the terms of this Agreement.
10. The CITY understands, acknowledges and agrees that engineering plans for any future public utilities proposed to be installed within the Easement Area shall be submitted to the DISTRICT for their review and approval and that such plans will meet all DISTRICT guidelines and criteria in effect at that time for design and construction of non-District facilities within District Property. The CITY further understands, acknowledges and agrees that a District Permit shall be required prior to the commencement of construction of any public utilities within the Easement Area, and that all DISTRICT costs associated with their review, approval, construction monitoring, and any other project related tasks that may be required, shall be paid by the CITY and/or the responsible public utility company.
11. The DISTRICT shall not be responsible for any costs and expenses of designing, constructing or maintaining the Roadway. The CITY shall be responsible for ensuring that the initial construction is completed in a good and workmanlike manner, in accordance with the Approved Plans. Maintenance, operations and associated costs for the CITY's facilities will be the responsibility of the CITY.
12. The CITY understands and acknowledges the DISTRICT's right to construct, maintain, and operate irrigation and canal facilities over and/or under the CITY's facilities within the Easement Area.
13. The CITY understands, acknowledges, and agrees that there may be no practical means and/or method available for the DISTRICT to accommodate an interruption of water deliveries from the Main Canal, and/or the alteration and/or cessation of water flow within the Main Canal, except during the DISTRICT's scheduled annual dry-up period. The CITY further acknowledges and agrees that any and all decisions regarding the alteration and/or cessation of flow within the Main Canal are solely at the discretion of the DISTRICT. In the event that the construction, maintenance and/or repair of the Roadway requires an alteration and/or cessation of flow within the easement, the CITY acknowledges that such work may need to be completed only during the DISTRICT's annual dry-up period.

14. The CITY understands and agrees that in the event of an emergency, the DISTRICT shall have the right to alter, relocate or remove any facilities installed for the benefit of the CITY. In such event, the DISTRICT shall have no obligation to reinstate or reconstruct such facilities. To the extent possible, the DISTRICT shall notify the CITY of any such emergency and the need to alter, relocate or remove any facilities. The DISTRICT shall further, to the extent possible, try to make repairs to DISTRICT facilities in such a way as to not have to alter, relocate or remove any facilities installed for the benefit of the CITY.
15. The CITY shall keep the Easement Area free and clear of any or all liens, including, but not limited to, mechanics' and materialmen's liens relating to the work contemplated hereby.
16. The CITY agrees to indemnify and hold harmless and release the DISTRICT from any and all claims for damages or injury arising from or in any way incident to the design, engineering, construction, maintenance, repair and use of the Roadway, or the exercise of any other rights or obligations under this Agreement. The CITY's indemnification shall expressly include, but shall not be limited to, damages to the DISTRICT or its members' properties resulting from failure of or damage to the District Property. In the event that the DISTRICT is named as a party to any lawsuit to which this indemnification provision applies, the CITY shall reimburse the DISTRICT for all attorneys' fees and costs incurred in defending itself in the lawsuit.
17. The CITY acknowledges and warrants to the DISTRICT that it will not assign this Agreement or any portion of this Agreement and will not cause or allow the Roadway to be owned, operated or managed by any party or entity other than the CITY, without the express written consent of the DISTRICT.
18. The CITY and/or the DISTRICT may enforce this Agreement by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees, costs and expenses of enforcing its rights hereunder. This Agreement contains the entire agreement between the PARTIES. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party. This Agreement shall be construed in accordance with the laws of the State of Arizona.
19. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument.
20. The acceptance date of this Agreement shall be the day which the last party executes the Agreement.
21. This Agreement may be canceled by the CITY for a conflict of interest pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement.

ROOSEVELT IRRIGATION DISTRICT,
An Arizona municipal corporation

CITY OF PHOENIX, a municipal corporation
Jeffrey J. Barton, City Manager

W. Bruce Newton

By:
Its:

Date 9-18-23

Jami R. Schmalz

By: Jami R. Schmalz
Its: Deputy Finance Director

Date 9/16/2023

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

Paul Li

By: Paul M. Li
Its: Assistant Chief Counsel

Date Sep 27, 2023



ATTEST:
Unofficial Document

Denise Archibald

By: Denise Archibald
Its: City Clerk

Date Sep 28, 2023

ACKNOWLEDGMENT BY DISTRICT

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 18 day of Sept, 2023, by W. Bruce Heiden, the Board President on behalf of the Roosevelt Irrigation District.

Maria Teresa Martinez
Notary Public

My Commission Expires:
Feb 6, 2026



ACKNOWLEDGMENT BY CITY

STATE OF ARIZONA)
) ss. Unofficial Document
County of Maricopa)

The foregoing instrument was acknowledged before me this 6th day of September, 2023, by Jami R. Schmalz, the Deputy Finance Director of the City of PHOENIX.

Rebecca Molina
Notary Public

My Commission Expires:
November 8, 2023

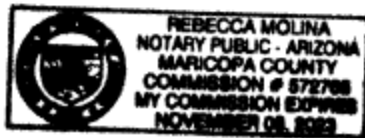


EXHIBIT "A"

Legal Description

Easement for Roadway Across Roosevelt Irrigation District Right of Way

A portion of the Southwest Quarter of Section 33, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at a stem in a hand hole at the southwest corner of said Section 33, from which a brass cap in hand hole at the west quarter corner of said Section 33, bears North 0 degrees 25 minutes 36 seconds East, (basis of bearing) 2,642.41 feet;

Thence along the South line of said Southwest Quarter, North 89 degrees 12 minutes 03 seconds East, 566.30 feet;

Thence North 0 degrees 47 minutes 57 seconds West, 40.00 feet to the **POINT OF BEGINNING**;

Thence North 1 degrees 47 minutes 12 seconds West, 60.32 feet to the beginning of a curve, concave southwest, having a radius of 22.26 feet;

Thence northwesterly 13.59 feet along the arc of said curve to the left through a central angle of 34 degrees 58 minutes 46 seconds;

Thence on a non-tangent line North 89 degrees 12 minutes 03 seconds East, 37.44 feet;

Thence South 14 degrees 33 minutes 37 seconds East, 6.59 feet;

Thence South 45 degrees 47 minutes 57 seconds East, 6.59 feet;

Thence South 1 degrees 13 minutes 44 seconds East, 15.88 feet;

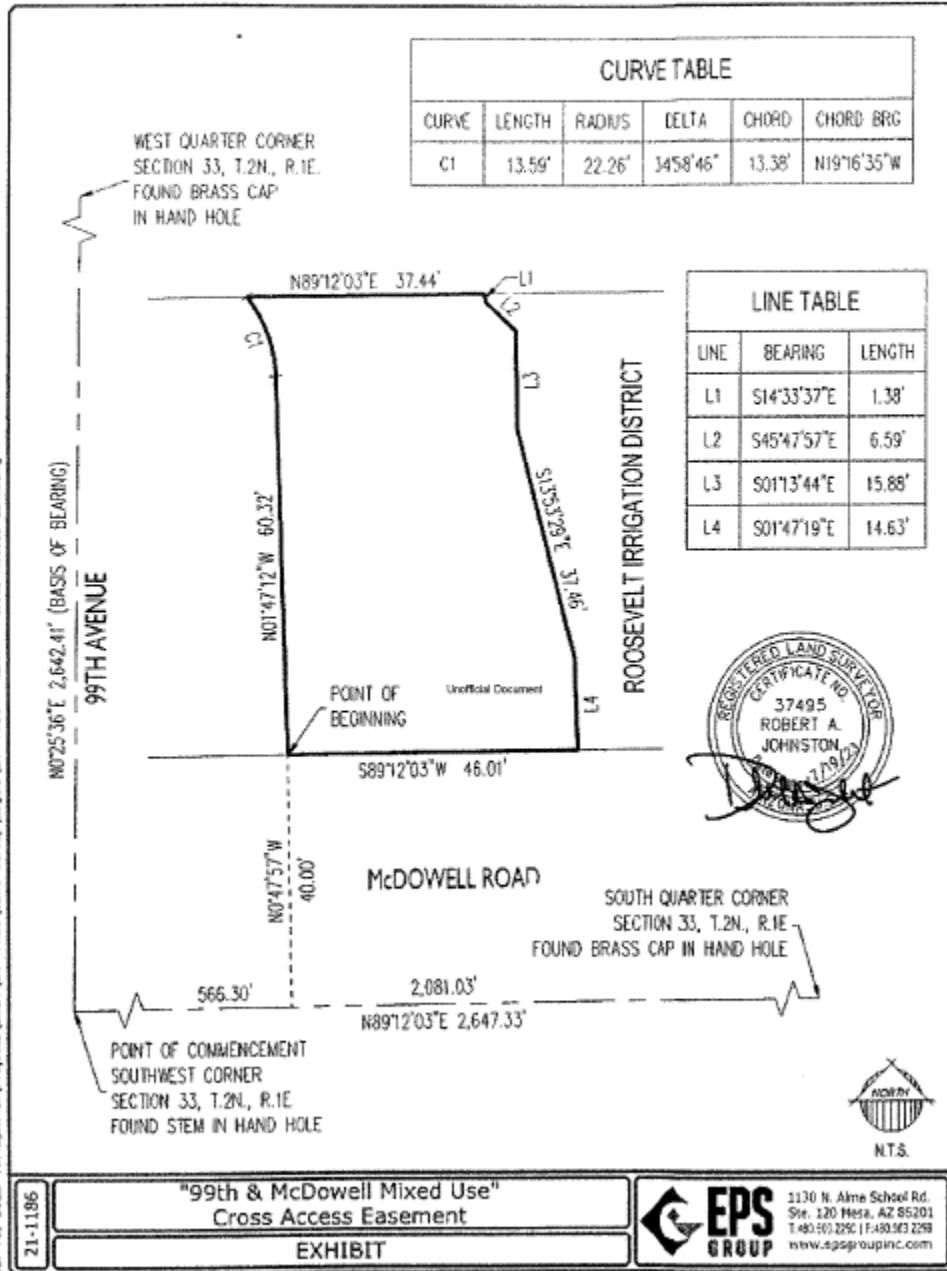
Thence South 13 degrees 53 minutes 29 seconds East, 37.46 feet;

Thence South 1 degrees 47 minutes 19 seconds East, 14.63 feet;

Thence South 89 degrees 12 minutes 03 seconds West, 46.01 feet to the **POINT OF BEGINNING**.

Containing an area of 3,045 square feet or 0.0699 acres, more or less.





Jul 18, 2023 12:42pm S:\Projects\2021\21-1186\Land Survey\Leads\21-1186 - LD17 - Cross Access Easmt.dwg

21-1186

"99th & McDowell Mixed Use"
Cross Access Easement
EXHIBIT



1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.563.2250 | F:480.563.2258
www.epsgroupinc.com

EXHIBIT "B"

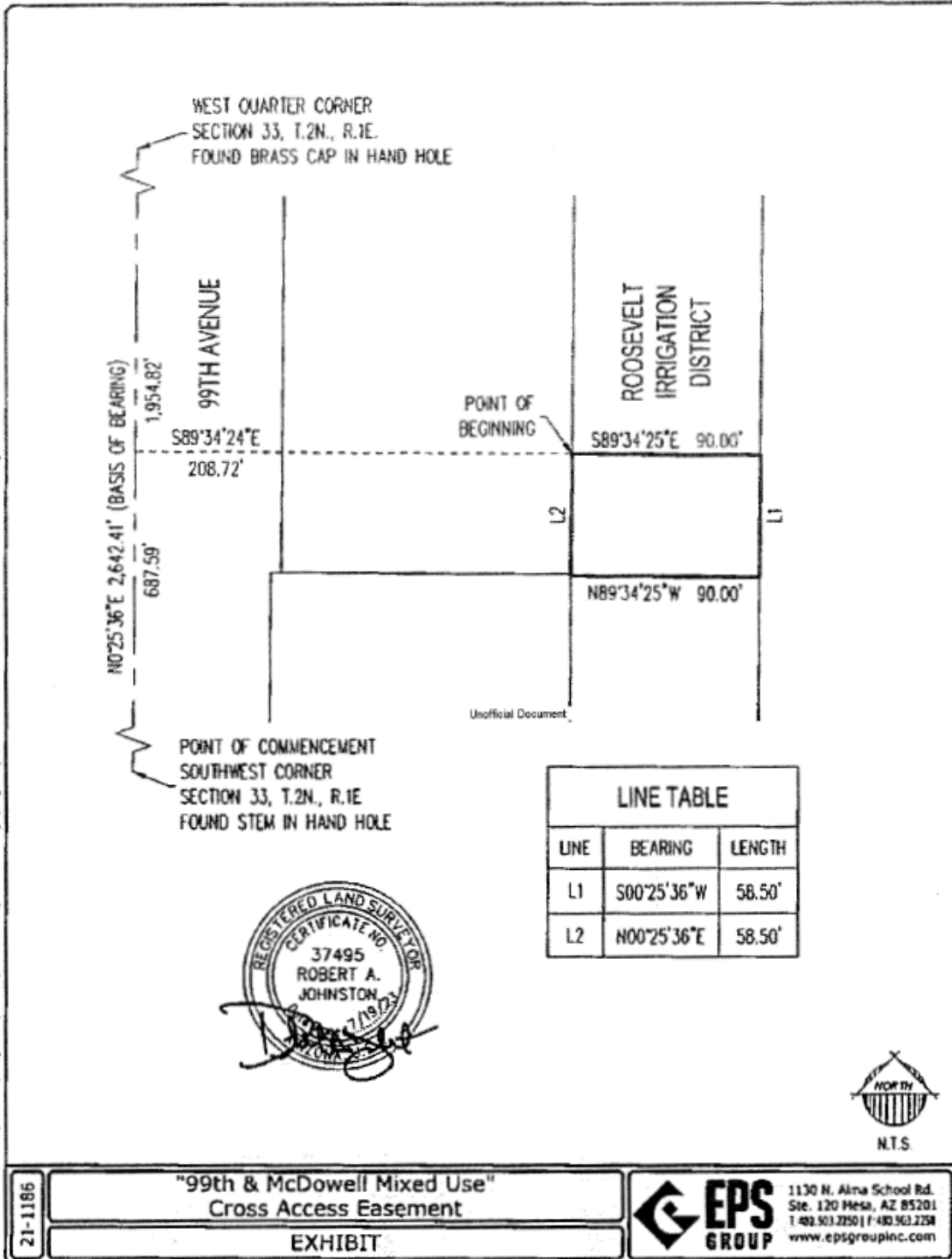
Approved Plans

- Canal Bridges @ 99th Ave. & McDowell Rd Project # D220687AZ.00,
Prepared by Consor Engineers
- Street Light Layout: 99th Ave. Project # 23043 Prepared by Wright
Engineering Corp
- Storm Water Management Plan Project #21-1186 Prepared by EPS Group
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- Public Sewer Plan Project #21-1186 Prepared by EPS Group
- Onsite Plumbin Plan Project #21-1186 Prepared by EPS Group
- Offsite Paving Plans Project #21-1186 Prepared by EPS Group
- 99th Offsite Signage & Pavement Marking Plans Project #21-1186
Prepared by EPS Group
- 99th Offsite Paving Plans Project #21-1186 Prepared by EPS Group
- Grading & Drainage Plans Project #21-1186 Prepared by EPS Group
- Fire Line Plans Project #21-1186 Prepared by EPS Group

Unofficial Document

Attachment B

Location of the Features

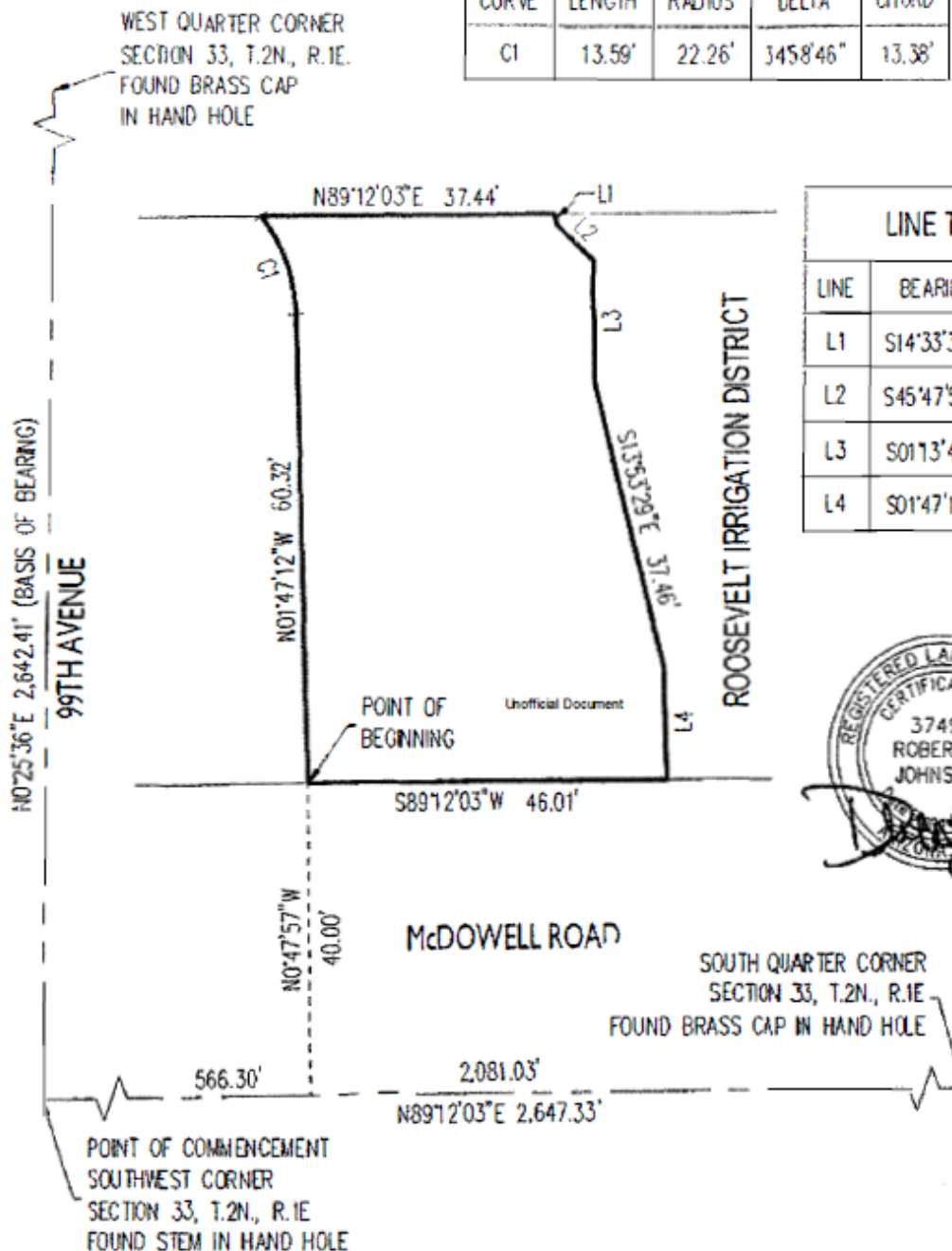


CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	13.59'	22.26'	345°46"	13.38'	N1916'35"W

LINE TABLE

LINE	BEARING	LENGTH
L1	S14°33'37"E	1.38'
L2	S45°47'57"E	6.59'
L3	S01°13'44"E	15.88'
L4	S01°47'19"E	14.63'



21-1186

"99th & McDowell Mixed Use"
Cross Access Easement

EXHIBIT



1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.903.2250 | F:480.503.2298
www.epsgroupinc.com

Attachment C

Developer's Property



**EXHIBIT "A"
99th and McDowell Mixed Use – Lot 2
Legal Description**

Job No. 21-1186

January 15, 2024

A portion of the Southwest Quarter of Section 33, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at a stem in a hand hole at the Southwest Corner of said Section 33, from which a brass cap in hand hole at the West Quarter Corner of said Section 33, bears North 0 degrees 25 minutes 36 seconds East, (**BASIS OF BEARING**) 2,642.41 feet;

thence along the West line of said Southwest Quarter, North 0 degrees 25 minutes 36 seconds East, 369.89 feet;

thence South 89 degrees 34 minutes 24 seconds East, 298.72 feet to the easterly line of "Roosevelt Irrigation District and (Unassessed)" the **POINT OF BEGINNING**;

thence along said easterly line, North 0 degrees 25 minutes 36 seconds East, 379.93 feet;

thence North 89 degrees 10 minutes 04 seconds East, 448.45 feet;

thence South 8 degrees 00 minutes 56 seconds East, 80.63 feet;

thence North 89 degrees 10 minutes 04 seconds East, 187.52 feet to the westerly line of Agua Fria Loop-101 ;

thence continuing along said westerly line, South 4 degrees 47 minutes 29 seconds West, 310.40 feet;

thence North 90 degrees 00 minutes 00 seconds West, 624.05 feet to the **POINT OF BEGINNING**.

EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2021\21-1186\Land Survey\Legals\Lot 2\21-1186 - Lot 2 LD.docx

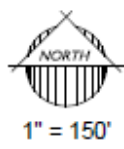
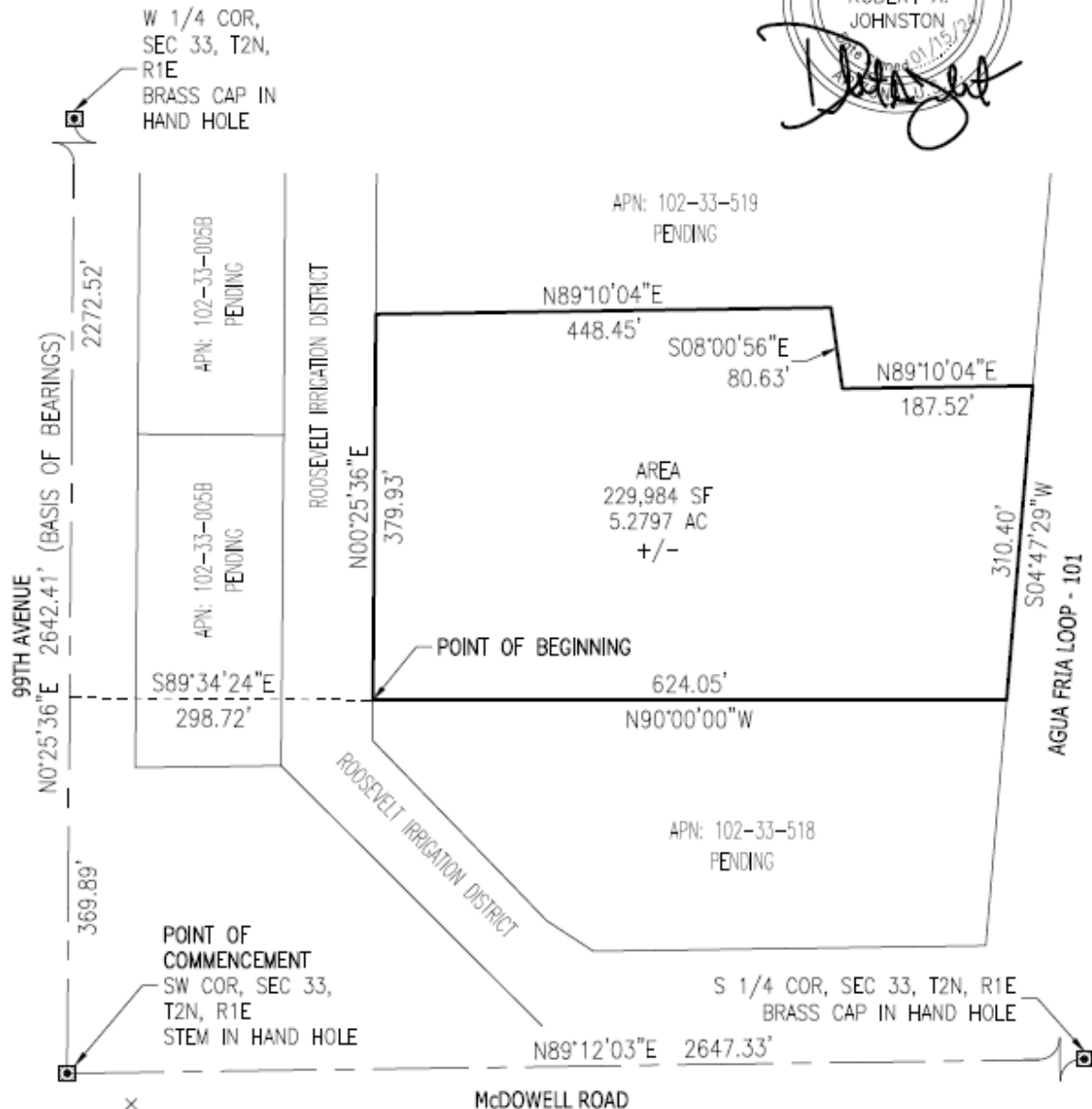


Said overall portion of land contain a total of 229,984 square feet, or 5.2797 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.


This description shown hereon is not to be used to violate subdivision regulations of the state, county and/or municipality, or any other land division restrictions.



EXHIBIT "A"



SHEET 1 OF 1

21-1186	"99TH AND MCDOWELL MIXED USE" LOT 2	 1130 N. Alma School Rd. Ste. 120 Mesa, AZ 85201 T: 480.503.2250 F: 480.503.2258 www.epsgroupinc.com
	EXHIBIT "A"	

To: Roosevelt Irrigation District Board of Directors

From: Dann Narveson, Service Corporation International

Subject: SCI Request to Join April 8, 2024, RID Board Meeting

Service Corporation International (SCI) is undertaking an initiative to assume management responsibilities for the existing City of Buckeye Cemetery. In addition to this management role, SCI plans to develop a privately owned cemetery on approximately 60 acres adjacent to the existing site, which it is currently in escrow on. This new private development is a key component of SCI's broader goal in assuming the management of the City of Buckeye Cemetery.

A critical aspect of the planned project is securing a stable and permanent water supply, which is crucial for the future and long-term expansion and operation of the planned cemetery. Currently, the Buckeye Cemetery utilizes water from the Roosevelt Irrigation District (RID), and the city is being billed as if it is an agricultural user of water. Given that SCI is planning their project adjacent to the existing cemetery and that they are for the same use, SCI is also seeking the ability to use water as an agricultural user, intending to water the grass of the future cemetery.

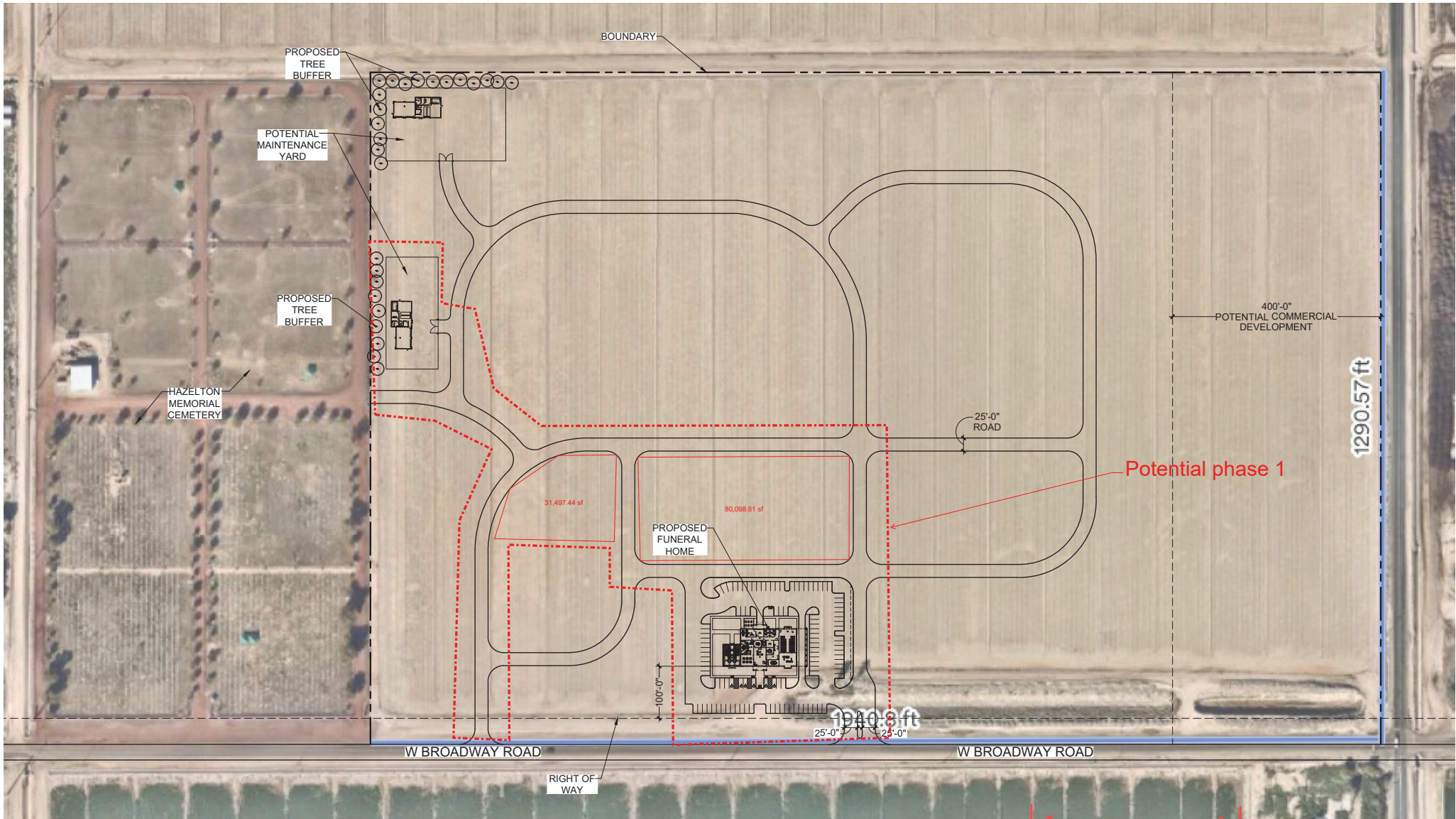
SCI is requesting the opportunity to participate in the April 8, 2024, RID Board Meeting. This request is to present its case for a fixed irrigation rate and discuss the implications of its water needs.

SCI plans to revitalize the existing cemetery and privately develop the adjacent land it currently has in escrow. SCI's first phase of new development will be approximately 15 acres, with plans for phased growth in the years ahead. Establishing a stable water rate is important for SCI to advance its development plans, and it cannot tolerate a city rate or variable rate. SCI's goal in joining this meeting is to become a long-term customer of the RID as an agricultural user.

BUCKEYE CEMETERY MAP

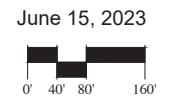
Greg Vogel | Wes Campbell | Max Xander | 480.483.8100 | www.landadvisors.com





MASTER PLAN

23100 W Broadway Rd., Buckeye, AZ 85326



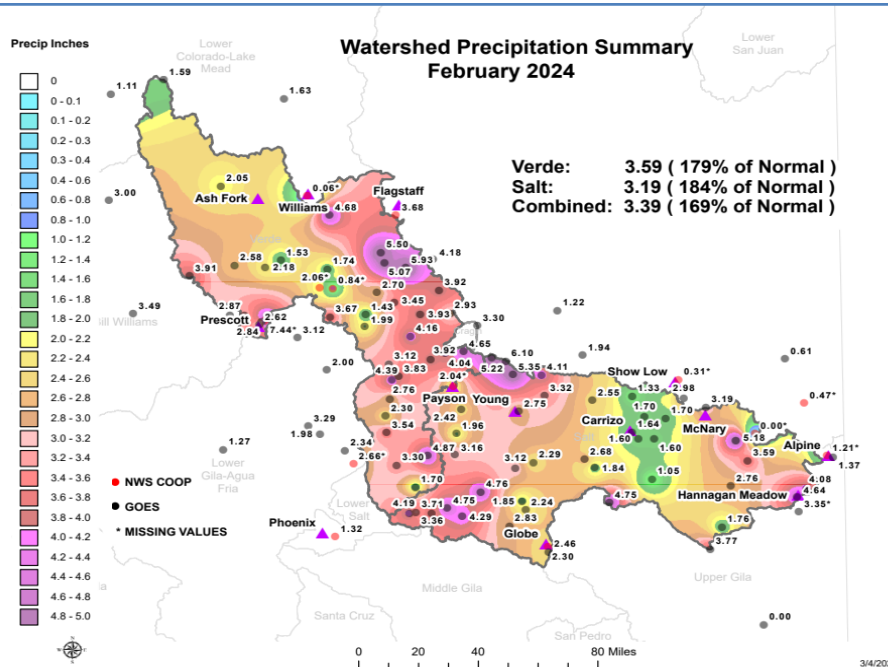
MONTHLY WATER REPORT | February 2024

Precipitation (Inches)

	Month	Norm	%Norm	YTD	Norm	%Norm	Last Yr
Watershed	3.39	1.9	178	4.85	3.85	126	6.55
Sky Harbor	1.32	0.87	152	2.05	1.74	118	1.41

Stream Flow (Acre Feet)

	Month	%Median	YTD	%Median	Last Yr
Total	84,506	118	112,036	77	522,870
Salt	39,678	112	50,813	77	262,468
Tonto	16,065	257	17,106	104	102,932
Verde	28,763	103	44,117	84	157,470



2024 Member Land Allocation

Water Type	AF/AC
Surface Water	3.2
Groundwater	0.1
Total	3.3

Note: Member Land is land within SRP's water service area that has rights to waters diverted, stored, or controlled by SRP. Total allocation and/or water type ratio subject to change at any time.

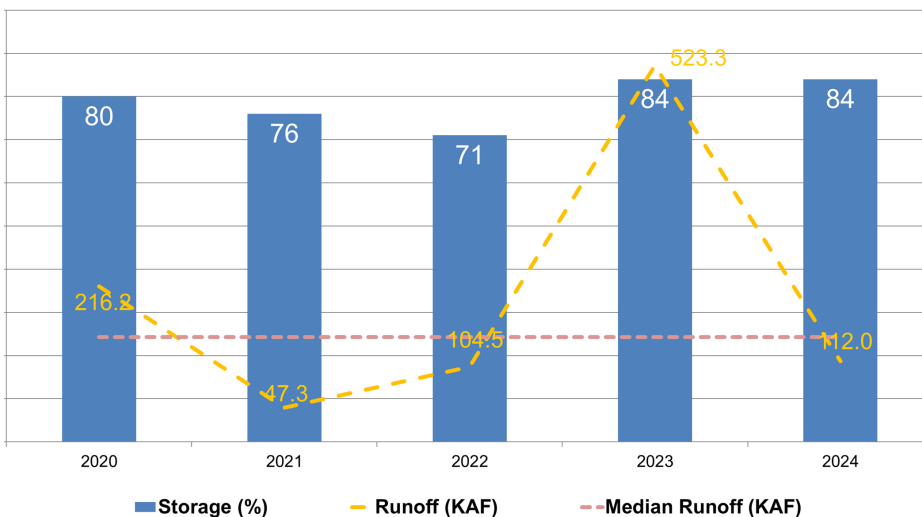
Links

- [SRP Water Info](#)
- [SRP Watershed Connection](#)
- [SRP Water Conservation Info](#)
- [SRP Drought Info](#)
- [SRP Healthy Forests](#)
- [CAP Water Info](#)

Contact Information

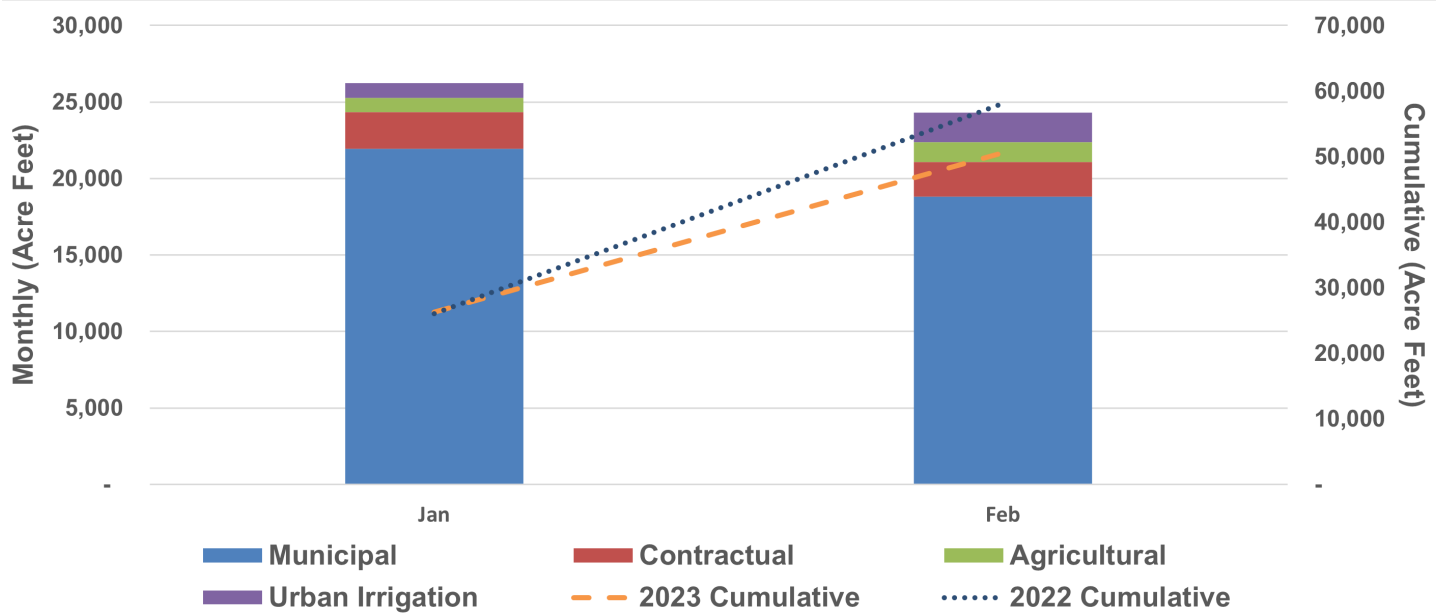
Michelle Bigman
 SRP Water Rights & Contracts
Michelle.Bigman@srpnet.com
 602-236-5689

Storage/Runoff



Note: Runoff data is year-to-date. Storage data is end of month. Median runoff is for the period 1991-2020.

Water Deliveries By User Class (January– February 2024)



Note: Municipal deliveries for Member Land only and includes water treatment plants, monthly storage & recovery, and direct connect wells. SRP Groundwater Savings Facility (GSF) "in-lieu" water included in shareholder deliveries. Data used may be preliminary or estimated and may not reflect